



CYNTHIA D. BANKS  
Chief Deputy

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COMMUNITY AND SENIOR SERVICES  
OF LOS ANGELES COUNTY

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3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

BOARD OF SUPERVISORS  
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***"To Enrich Lives Through Effective And Caring Service"***

September 21, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE  
OFFICE OF REFUGEE RESETTLEMENT (ORR) TARGETED ASSISTANCE (TA)  
DISCRETIONARY GRANT FUNDS  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director or designee, to execute a contract with the International Institute of Los Angeles (IILA) in substantially similar form to Attachment B, after County Counsel approval as to form, effective upon the date of Board approval through September 30, 2005, in the amount of \$302,000 as shown on Attachment A, for the provision of specialized services in the area of childcare training and licensing. The cost of this contract is fully financed using the Targeted Assistance (TA) Discretionary Grant funds, and funding has been included in the Department's Fiscal Year (FY) 2004-05 Final Adopted Budget.
2. Approve the allocation of \$26,250 for CSS administrative costs which are fully financed by TA Discretionary Grant Funds.
3. Authorize the Director or designee, to accept additional funding from California Department of Social Services (DSS) up to 25% of the original allocation, provided that the Director notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of acceptance.
4. Authorize the Director or designee, to execute a contract amendment in substantially similar form to Attachment C, to increase or decrease the contract amount based on contractor performance and availability of funding, and authorize any required time extension to the contract to ensure the full expenditure of program funds by IILA, provided that (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel and the CAO is obtained prior to any such amendment; and (c) the

Director or designee confirms in writing to the Board of Supervisors and the CAO within 30 days after execution, that such amendment has been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this letter is to approve the funding allocation for Program Year (PY) 2004-05 Office of Refugee Resettlement (ORR) TA Discretionary Grant Funds.

The recommended action will enable CSS to continue administering specialized services in the area of childcare training and certification. Through the delivery of these specialized services to refugees, it is anticipated that approximately 119 economically disadvantaged refugee women and children will benefit from the childcare training program.

### **Implementation of Strategic Plan Goal**

The recommended actions support the Countywide Strategic Plan Goal of Service Excellence.

### **Performance Measures**

In compliance with our funding agency requirements, the Department has developed the following performance standards for the Home Based Child Care Discretionary Grant Program: Outreach, Enrollment, Completion of Training and Licensing of the participants.

### **FISCAL IMPACT/FINANCING**

The cost of the TA Discretionary Grant program for PY 2004-05 is \$328,250. Of this amount, \$175,000 is for service provider cost using PY 2004-05 funding, \$127,000 is for service provider cost using unexpended PY 2003-04 funding, and \$26,250 is for CSS administrative costs, and is fully financed using ORR TA Discretionary Grant funds. There is no impact on the County's General Fund. Funding has been included in the Department's FY 2004-05 Final Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 30, 2003, your Board authorized the Director of CSS or designee to accept PY 2003-06 TA Discretionary Grant Funds from ORR and DSS in the amount of \$603,750. This amount is for a three-year funding period, with funding for PY 2004-05 in the amount of \$201,250. In PY 2003-04, IILA did not start using their 2003-04 allocated funding until April 2004, as they received a time extension to fully utilize the previous year's funding.

IILA expects to fully expend the total amount of \$302,000, allocated to them in this program year.

The one (1) refugee service provider listed on Attachment A is a private, non-profit agency that was a previous contractor, and was again selected through a Request for Proposal process administered by ORR.

Attachments B and C have been approved as to form by County Counsel.

The CAO has reviewed and concurs with the recommended actions.

Existing CSS staff and facility resources will be utilized to support the administration of this program.

### **CONTRACTING PROCESS**

The one (1) refugee service provider listed on Attachment A is a private non-profit organization that was selected as a result of a competitive Request for Proposal process conducted by DSS for submission to ORR for final allocation recommendations. The State has granted authority to the County to administer this specialized program and to monitor performance over a three-year funding cycle.

### **Monitoring**

Program monitoring will be done on a quarterly basis and will consist of reviewing approximately 20% of Home Based Child Care participants case files to ensure contract compliance and appropriate service delivery. Monitoring is accomplished through our Contract and Monitoring Unit.

The minority vendor survey is included as Attachment D.

### **IMPACT ON COUNTY SERVICES**

Approval of this Board Letter will allow for the continued provision of home-based childcare training and certification to approximately 119 refugee women residing in the County of Los Angeles.

Respectfully submitted,



CYNTHIA BANKS  
Chief Deputy

Attachments

The Honorable Board of Supervisors  
September 21, 2004  
Page 4 of 4

C: David E. Janssen  
Raymond G. Fortner, Jr.  
Violet Varona-Lukens  
J. Tyler McCauley

**ATTACHMENT A**

**ALLOCATION OF PROGRAM YEAR (PY) 2004-05  
ORR TARGETED ASSISTANCE DISCRETIONARY GRANT FUNDS  
FOR SPECIALIZED REFUGEE SERVICES**

<b>AGENCY NAME</b>	<b>DISTRICT SERVED</b>	<b>ALLOCATION</b>
International Institute of Los Angeles (A collaborative of three agencies) <ul style="list-style-type: none"><li>• International Institute of Los Angeles</li><li>• Armenian Relief Society</li><li>• Armenian Evangelical Social Services Center</li></ul>	1,2,3,4,5	\$175,000
PY 2003-04 Unexpended Funds		\$127,000
Subtotal Contract Cost		\$302,000
CSS Administration		\$26,250
TOTAL Program Costs		\$328,250



**TA Discretionary Grant Contract No. \_\_\_\_\_**

**COMMUNITY AND SENIOR SERVICES  
OF THE COUNTY OF LOS ANGELES**

**TA DISCRETIONARY GRANT PROGRAM**

**[A fixed Price Performance Contract for conduct and administration of the Office of  
Refugee Resettlement (ORR) TA Discretionary Grant Program]**

This **CONTRACT** is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("**CSS**"), and International Institute of Los Angeles ("hereinafter referred to as the "**CONTRACTOR**").

**Preamble**

**WHEREAS**, the COUNTY through CSS and the State of California, Department of Social Services (CDSS) are parties to a grant from the Office of Refugee Resettlement (ORR) under the statutory provisions contained in Section 412 © of the Immigration and Nationality Act, as amended by the Refugee Act of 1980 [Public Law 96-212, U.S.C. 1522 (C)], hereinafter referred to as the "Act"; the Refugee Assistance Amendment of 1982, 1986, 1989, and 1993 and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979), ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and State Assembly Bills 2635 and 3254 and all applicable California State Budget Control Language.

**WHEREAS**, on \_\_\_\_\_, CSS and ORR are parties to a grant to administer the TA Discretionary Grant Program in order to achieve the objectives of the ACT; and

**WHEREAS**, in accordance with the ACT the COUNTY has accepted a discretionary grant to serve the public by providing culturally and linguistically appropriate home-based childcare certification and licensing training for refugee women residing in the County of Los Angeles, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter referred to as the "Board of Supervisors", and also known as Chief Local Elected Officials - CLEOs), and

**WHEREAS**, in accordance with ORR, a Cuban and Haitian entrant is defined as: (a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba and Haiti, regardless of the status of the individual at the time assistance or services are provided; and (b) Any other national of Cuba or Haiti (1) Who: (i) Was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act; (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or (iii) Has an application for asylum pending with the Immigration and Naturalization Service; and (2) With respect to whom a final, non-appealable, and legally enforceable order of deportation or exclusion has not been entered, and

**WHEREAS**, CSS has the authority to enter this contract pursuant to Government Code, Section 26227, and

**WHEREAS**, the agreement between ORR and CSS established the responsibility for administering, and recommending contractor funding for review and approval by the Board of Supervisors, and

**WHEREAS**, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

**NOW THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the TA Discretionary Grant Program as administered in Los Angeles County, the parties do hereby agree as follows:

## **SECTION 1. APPLICABLE DOCUMENTS.**

(a) This CONTRACT consists of this five (4)-page document, the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Program Requirements (Exhibit B)
- (3) Statements of Work (Exhibit C)
  - Intake/Assessment/Enrollment
  - Training
  - Certification/Licensing
- (4) There is no Exhibit D
- (5) Budget Summary (Exhibit E)
- (6) Required Documents and Forms (Exhibit F)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five-paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Exhibit B (Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this CONTRACT.

## **SECTION 2. CONTRACTOR'S OBLIGATIONS.**

(a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by ORR, COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State).

(b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Program Requirements (Exhibit B).

(c) Prior to execution to this contract, CONTRACTOR shall fully comply with **§402** (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with **§402** and execution of the Contract, CONTRACTOR shall not be authorized

to provide services set forth in Section 2, and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) In accordance with **§ 1002 (Insurance)** of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:

- (1) General Liability: Not less than – \$1 million per occurrence; – \$1 million aggregate for Products/Completed Operations; \$1 million for Personal and Advertising Injury; and – \$2 million general aggregate.
- (2) Automobile Liability: Not less than \$1 million for each accident, however, if contractor is transporting participants then Automobile Liability insurance of no less than \$3 million per occurrence is required.
- (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
- (4) Crime Coverage: In per occurrence amounts not less than \$50,000 for Employee Dishonesty; \$50,000 for Forgery or Alteration; \$50,000 for Theft, Disappearance and Destruction; and \$50,000 for Burglary and Robbery.
- (5) Professional Liability: Not less than \$1 million per occurrence and \$3 million aggregate.

Except as expressly provided herein, the remaining terms and conditions set forth in **§ 1000** shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 15<sup>th</sup> working day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or all of the amount invoiced.

### **SECTION 3. COUNTY OBLIGATIONS.**

(a) The County agrees to reimburse CONTRACTOR for satisfactory provision of services identified in the Statement of Work and Program Component Description (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the COUNTY from the ORR Discretionary Grant, to administer the TA Discretionary Grant Program shall not exceed one hundred seventy five thousand dollars (\$175,000.00) during the term of this CONTRACT



**SECTION 4. TERM.** This CONTRACT shall be for the Discretionary Grant funding period beginning \_\_\_\_\_ through \_\_\_\_\_. All costs shall be accrued during this CONTRACT period.

**SECTION 5. NOTICES/AUTHORIZED SIGNATURES.** (a) Notices: Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Adine Forman, Acting Program Manager  
Office of Refugee Assistance  
Department of Community and Senior Services  
County of Los Angeles  
3175 West Sixth Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90020-1798

(b) CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

(c) **Authorized Signatures.** Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

**IN WITNESS WHEREOF**, the **COUNTY OF LOS ANGELES**, has caused this Contract to be subscribed on its behalf by the Chief Deputy of Community and Senior Services, or her designee, and the **CONTRACTOR** has subscribed the same through its authorized officer, the day, month, and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Cynthia D. Banks, Chief Deputy  
Department of Community & Senior Services

Approved as to Form:

County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Executed at: \_\_\_\_\_  
(City)

\_\_\_\_\_  
(Date)



**LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES**

**STATE AND FEDERAL GRANT PROGRAMS**

**EXHIBIT A**

**STANDARD TERMS AND CONDITIONS**

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## STANDARD TERMS AND CONDITIONS

### STATE AND FEDERAL GRANTS PROGRAMS

#### § 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "**Contract**" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "**Contractor**" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "**Contractor's Program Manager**" shall mean the individual so designated and identified by the Contractor in **Section 6** of the foregoing Contract.

§ 104. "**County**" shall mean the County of Los Angeles.

§ 105. "**County Program Manager**" shall mean the individual so designated and identified by the County in **Section 6** of the foregoing Contract.

§ 106. "**Department**" or "**CSS**" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "**Director**" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "**Funding Source**" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "**Program**" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in **Exhibit B** to the Contract.

§ 110. "**Program Income**" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "**Services**" shall mean the work to be done or performed under the terms of this Contract, as set forth in **Section 2** of the foregoing Contract as elaborated in **Exhibit C** of the Contract.

§ 112. "**State**" shall mean the State of California.



**§ 200. ASSURANCES/CERTIFICATIONS.**

The Contractor provides the following assurances and certifications, and agrees to the following terms:

**§ 201. Legal Authority.** (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

**§ 202. Compliance with Laws.** (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this

reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

**§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights.**

(a) The Contractor assures and certifies that all employment applicants and persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in **Exhibit F** to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group,

identification, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this **subdivision (d)** discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the

Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in **subdivision (f)** above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars (\$10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of

canceling, terminating, or suspending this Contract.

**§ 204. Fraud and Abuse** The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

**§ 205. Civil Rights Laws.** Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**§ 206. Wage and Hour Laws.** The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

**§ 207. Safety and Working Conditions** Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to

work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

**§ 208. Employment Eligibility Verification.**

(a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

**§ 209. Warranty of Adherence to County's Child Support Compliance Program.**

(a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and

*California Unemployment Insurance Code* Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**§ 210. Acknowledgment of County's Commitment to Child Support Enforcement.** The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

**§ 211. Selective Service Compliance.** The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

**§ 212. Drug Free Workplace Compliance.** The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

**§ 213. Conflict of Interest/Contracts Prohibited.** (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs)

resulting from a violation by the Contractor, its officers, employees and agents of this § 213.

**§ 214. Lobbying.** (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

**§ 215. County Layoffs.** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

**§ 216. GAIN/GROW Program Participants.** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

**§ 217. Debarment and Suspension.** (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

(3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § 217 shall also apply to subcontractors and consultants of County contractors.

**§ 218. Nepotism.** The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this § 218, the term "*immediate family*" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child,

or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

**§ 219. Administrative and Personnel Procedures.** Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

**§ 220. Other Agreements.** (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

**§ 221. PELL Grants.** To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant

applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

**§ 222. Notification of Federal Earned Income Credit.** With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**§ 223. Activities Prohibited.** The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

**§ 224. Limitation on Corporate Acts.** The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under **Section 3** of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

**§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use.** Consistent with

the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

**§ 226. Sectarian Activities.** Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

**§ 227. Quality Assurance Plan.** The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**§ 228. Compliance with Tax Regulations.** Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

**§ 229. General Grievance Procedures.** (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes to change their user/participant complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

(d) When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

**§ 230. Compliance with Jury Service Program.** (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**(b) Written Employee Jury Service Policy.**

(1) Unless Contractor has demonstrated to the County's satisfaction, either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this § 230, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

(A) the lesser number is a recognized industry standard as determined by the County, or

(B) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this § 230. The provisions of this § 230 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall



immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this § 230 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**§ 231. Notice to Employees Regarding Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit F** of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**§ 233. Compliance with County Living Wage Program.** (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this § 233, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall be subject to the provisions of this § 233. The provisions of this § 233 shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be

required to pay the living wage for the remaining term of the Contract, including any option period.

**(c) Contractor's Submittal of Certified Monitoring Reports.** The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**(d) Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.** During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation

or claim arising out of any of the Contractor's operations in the State.

**(e) County Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in the State until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**(f) Notifications to Employees.** The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

**(g) Enforcement and Remedies.** If the Contractor fails to comply with the requirements of this § 233, the County shall have the rights and remedies described in this § 233 in addition to any rights and remedies provided by law or equity.

**(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

**(A) Withholding of Payment.** If the Contractor fails to submit accurate, complete,

timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

**(B) Liquidated Damages.** It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

**(C) Termination.** The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

**(2) Remedies for Payment of Less Than the Required Living Wage.** If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole

discretion, exercise any or all of the following rights/remedies:

(A) **Withholding Payment.** If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) **Liquidated Damages.** It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) **Termination.** The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) **Debarment.** In the event the Contractor breaches a requirement of this § 233, the County may, in its sole discretion, bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

(h) **Use of Full-Time Employees.** The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(i) **Contractor Retaliation Prohibited.** The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this § 233 may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(j) **Contractor Standards.** During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(k) **Employee Retention Rights.** To the extent this Contract involves the provision of

services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration, the Contractor shall comply with this **subdivision (k)**.

(1) Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(l) **Neutrality in Labor Relations.** The Contractor shall not use any consideration received under the Contract to hinder, or to further,

organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **§ 300. INDEPENDENT CONTRACTOR.**

**§ 301. Independent Contractor.** The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

**§ 302. Limitations.** As an independent contractor, Contractor has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts.

**§ 303. General Warranty.** Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable,

objectives and/or purposes specified and/or requested by the County pursuant to this contract.

#### **§ 400. CONTRACT ADMINISTRATION.**

**§ 401. County Administration.** (a) **Director.** The Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

(b) **County Program Manager.** The County Program Manager shall be responsible for meeting with the Contractor's Program Manager on a regular basis, and inspecting any and all tasks, deliverables, services or other work provided by or on behalf of the Contractor. Except as expressly provided in this Contract, the County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

**§ 402. Contractor Administration – Contractor's Program Manager.** The Contractor's Program Manager shall be responsible for Contractor's day-to-day operations related to performance of the Contract, and shall coordinate with the County's Program Manager on a regular basis.

**§ 403. Conditions Precedent to Execution of Contract.** (a) Prior to the execution of this Contract, the Contractor shall submit to the County *for approval* in writing, insurance certificates and policies as set forth in **Section 2(d)** of the foregoing Contract and **§ 1002** herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.

(b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:

(1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with **§ 203** herein and contained in **Exhibit F** of this Contract.

(7) A Child Support Compliance Program certification, in accordance with **§§ 209 & 210** herein and contained in **Exhibit F** of this Contract.

(8) A certification of no conflict of interest, in accordance with **§ 213** herein and contained in **Exhibit F** of this Contract.

(9) A certification regarding lobbying, in accordance with **§ 214** herein and contained in **Exhibit F** of this Contract.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with **§ 216** herein and contained in **Exhibit F** of this Contract.

(11) A certification regarding debarment, in accordance with § 217 herein and contained in **Exhibit F** of this Contract.

(12) Certification regarding County Jury Service Program, in accordance with § 230 herein and contained in **Exhibit F** of the Contract.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and § 233 herein.

(14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

**§ 404. Contractor's Administrative and Accounting Procedures.** (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with § 701 herein.

(2) Contractor's Personnel Policy, as set forth in § 219 herein.

(3) Contractor's standards of ethical conduct as required by § 213 herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

**(b) Agreements with Other Funding Sources.** A copy of any agreements between the Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

**§ 405. Contractor's Staff Identification.** (a) To the extent services are to be provided by Contractor on any County-owned or leased property or facility, the Contractor shall at its own cost, provide all Contractor staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

## **§ 500. PROVISION OF SERVICES.**

**§ 501. Services.** The Contractor shall perform all services under the terms of this Contract as set forth in **Section 2** and **Exhibit C** of the foregoing Contract, at a level of performance satisfactory to the County.

**§ 502. Non-Authorized Participants.** The Contractor agrees that all costs incurred which are

related to a Program participant who does not qualify under the eligibility requirements of the Program shall be the sole responsibility of the Contractor.

**§ 503. Excess Work.** Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (**Exhibit C**), without the prior written approval of the County in accordance with this Contract, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

**§ 504. Confidentiality.** (a) The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Failure to comply with this **§ 504** shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract.

(b) The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

#### **§ 600. COMPENSATION AND METHOD OF PAYMENT.**

**§ 601. No Payment for Services Provided Following Expiration/Termination of Contract.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This

provision shall survive the expiration or other termination of this Contract.

**§ 602. Cost of Living Adjustments.** To the extent expressly authorized by the Board of Supervisors, and a corresponding provision is included in the foregoing Contract, the Contract amount set forth in **Section 2** of the foregoing Contract may be adjusted annually based on the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

**§ 603. Request for Cash.** Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

**§ 604. Fixed Fee Charges.** To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.



**§ 605. Reimbursement for Actual Expenditures.** Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

**§ 606. Request for Advance Payment** (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor's annual allocation set forth in **Section 3** of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**§ 607. Return of Advanced Funds.** Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

## **§ 700. FISCAL ACCOUNTABILITY.**

**§ 701. Fiscal Policies and Procedures.** (a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management

and Budget (OMB) Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations).

**§ 702. Federal TANF Regulations.** To the extent applicable, the Contractor agrees to comply with federal regulations governing the Temporary Assistance to Needy Families (TANF) Program, which provide in part, that TANF funds may not be used for medical services. (See, 45 CFR § 263.11.)

**§ 703. Accounting.** The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with GAAP and standards. Unless otherwise provided in the foregoing Contract, the Contractor should maintain their accounting system on an accrual basis of accounting.

**§ 704. Commingling of Funds.** Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

**§ 705. Allegations Of Fraud And/Or Abuse.** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

**§ 706. Disallowed Costs.** The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

**§ 707. Unexpended Program Income.** All unexpended Program Income identified in the Income Statement Report set forth in **§ 803(e)** herein, which has not been expended in accordance with a County-approved Plan for Disposition of Program Income (as required by **§ 803(e)**) or included in a County-approved Final Report on Disposition, if any, prior to the expiration or termination of this Contract, shall be returned to the County immediately upon demand.

## **§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION**

**§ 801. Audit Rights.** The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this **§ 801**.

(a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those

contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which Contract funding exceeds one hundred thousand (\$100,000).

(2) The audits required by this **§ 800** shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this **§ 801** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor

fails to have a requisite audit performed in accordance with this § 801, the County may withhold payment to the Contractor in an amount determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this § 801 shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

**§ 802. Records.** (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years from the termination date of this Contract. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation

beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The Contractor agrees to maintain an official contract file which contains at least the signed Contract and any modification and/or amendments to the Contract.

(c) The Contractor shall record costs incurred in the discharge of the Contract.

**§ 803. Reporting.** Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports:** Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the date designated in **Section 2(e)** of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the

County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of the term of the contract.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income.** All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues verses expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be

subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to § 803 (e), each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this § 803 (f), except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this § 803 (f) shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting:** To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite or other software designated

by the County for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County or may in its discretion, require Contractor to budget and obtain such software. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) **Property/Capital Expenditures.** Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property.** The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property

acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

**§ 804. Records and Reports.** (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

- (1) Participant records and files.
- (2) Program records and files.
- (3) Financial records and reports prepared in accordance with the requirements of this Contract.
- (4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

**§ 805. Public Records/Confidentiality.** (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

**§ 806. Public Statements.** The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

**§ 807. Joint Funding and Revenue Disclosure Requirement.** (a) By its execution of this Contract, Contractor certifies, unless waived

by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this § 807, exempt as it pertains to other sources of funding for the Program. All other provisions of this § 807 shall apply. Failure of the Contractor to comply with the requirements of this § 807 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

#### **§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES**

**§ 901. Noncompliance Sanctions.** The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which

the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

**§ 902. Contractor's Performance/ Reallocation of Funds.** Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

#### **§ 1000. INDEMNIFICATION AND INSURANCE**

**§ 1001. Indemnification.** (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

**§1002. Insurance.** (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in **Section 2** of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this **§ 1002** (at limits set forth in **Section 2(d)** of the foregoing Contract) and **Section 2** of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during the term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

(b) *Evidence of Insurance.* Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County

retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings:* Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability:* General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability:* (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional



coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section 2(d)** of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in **Section 2(d)** of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

**§ 1003. Self-Insurance and Self-Insured Retentions.** Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the

Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the County.

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

**§ 1004. Public Entities.** (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001**, **§ 1002** and **§ 1003** herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as

defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

**§ 1005. Notification of Incidents, Claims or Suits.** (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

**§ 1006. Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of

this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

**§ 1007. Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

**§ 1008. Failure to Procure or Maintain Insurance.** Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this § 1000 related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

**§ 1009. Performance Security Requirements.** The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance

and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

#### **§ 1100. TERMINATION/SUSPENSION/PROBATION**

**§ 1101. Termination for Default.** (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have **ten (10) calendar days** from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole

discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under **§ 1102** (Termination for Convenience).

**§ 1102. Termination for Convenience.** (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

**§ 1103. Termination for Non-Appropriation of Funds.** The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal

year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**§ 1104. Termination for Insolvency.** In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in § 1101, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

**§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in § 209 shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to §1101 and pursue debarment

of Contractor pursuant to County Code Chapter 2.202.

**§ 1106. Termination for Improper Consideration.** (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

**§ 1107. Suspension of Contract.** The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days

from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

**§ 1108. Probation.** (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

## **§ 1200. GENERAL PROVISIONS**

**§ 1201. Time of Performance.** (a) The term of this Contract shall be as set forth in **Section 5** of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, **§ 1000** (Indemnification and Insurance) and **§ 1100** (Termination/Suspension/Probation) of these Standard Terms and Conditions, and **Section 3** of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in **§ 403(a)**, and the County is in receipt of those documents as specified in **§ 403(b)**.

**§ 1202. Contract Modifications/Amendments.** (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in **Section 3** of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, in the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such

actions. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received by the County.

**§ 1203. Prohibition Against Delegation and Assignment.** (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this **§ 1203**, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s),

corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This in no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

**§ 1204. Subcontracting.** (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this

requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate

County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

**§ 1205. Repayment.** The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

**§ 1206. Payment Contingency.** Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work. Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

**§1207. Acquisition of Supplies and Equipment.** (a) **Equipment.** Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of \$5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over \$5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) **Purchase and Invoice Deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

**§ 1208. Notices.** (a) The appropriate County representative, as set forth in **Section 7** of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

**§ 1209. Waivers.** (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

**§ 1210. Grievance Procedures.** Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

**§ 1211. Prohibition of Fees.** Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

**§ 1212. Validity.** The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

**§ 1213. Disputes.** (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed



costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

**§ 1214. Entire Contract.** (a) This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

**§ 1215. Captions.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

**§ 1216. Clean Air and Water Acts.** To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of \$100,000.

**§ 1217. Intellectual Property Provisions.** (a) *Federal Funding.* To the extent this Contract

is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary

works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual

Property provisions of this § 1217. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this §1217 or result in

a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, § 1217 (b)(2)(B)) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that:

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under § 1217(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's

scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in § 1217(c), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

**(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.**

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all

actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to

continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this § 1217 by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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**EXHIBIT B**  
**COUNTY OF LOS ANGELES**  
**TA DISCRETIONARY GRANT PROGRAM**  
**PROGRAM REQUIREMENTS**

**I. PROJECT DESCRIPTION**

The CONTRACTOR shall perform all the services set forth in the Statement of Work for each component. These services are to be performed at the following locations (also include all sub-contractor locations) and identify if the location is an agency or sub-contractor site.

<u>Site Address</u>	<u>Telephone #</u>	<u>Contact Person</u>	<u>Activity</u>	<u>Hrs. of Operation</u>

**II. TIME OF PERFORMANCE**

Said services of CONTRACTOR are to commence as of \_\_\_\_\_ with all activities identified in this Contract to be completed no later than \_\_\_\_\_. All final invoices must be submitted by \_\_\_\_\_ unless terminated earlier as hereinafter provided.

**III. CONTRACT FUNDING**

CONTRACTOR will adhere to a total budget not to exceed the amount of \$\_\_\_\_\_ for the full period of the Contract.

- A. COUNTY shall reimburse CONTRACTOR from ORR TA Discretionary grant funds for an amount not to exceed \$\_\_\_\_\_. In no event shall this Contract give rise to a charge on any other funds of the County.
- B. COUNTY may reimburse CONTRACTOR from said TA Discretionary funds for the fixed unit prices established in Statement of Work.

- C. CONTRACTOR agrees to furnish documentation for each participant taking part in the TA Discretionary program to verify participant enrollment and services.

#### **IV. PROJECT ACTIVITIES**

CONTRACTOR shall provide providing culturally and linguistically appropriate home-based childcare certification and licensing training for refugee women residing in the County of Los Angeles.

#### **V. PROJECT REQUIREMENTS**

- A. CONTRACTOR shall carry out a program providing intake/assessment/enrollment, training, and certification/licensing as outlined in the attached Statements of Work (Exhibit C).
- B. CONTRACTOR must read and implement all activities and services described in the Statements of Work (Exhibit C).
- C. CONTRACTOR shall provide qualified, culturally aware, bilingual professional employees able to implement current CSS/TA Discretionary policy and procedure to provide home-based childcare certification and licensing training for refugee women residing in Los Angeles County.
- D. CONTRACTOR will have all appropriate staff members attached to the project attend Program Training sessions. All program training is mandatory unless otherwise noted at the time of the training announcement.
- E. CONTRACTOR shall maintain a staffing pattern, including paid case managers, with designated personnel for each program to the extent possible.
- F. CONTRACTOR shall maintain key culturally and linguistically appropriate personnel and proper insurance coverage throughout the term of the Contract.
- G. CONTRACTOR shall arrange internship training for participants with licensed family childcare providers.
- H. CONTRACTOR must have the CONTRACTOR'S (agency) name and/or refugee project title displayed on the building's directory, on the office/worksite door (along with the CONTRACTOR'S days and hours of operation) and inside the CONTRACTOR'S reception area.

- I. CONTRACTOR shall submit to COUNTY a schedule of operating hours for each service site, and update such submissions as hours of operations change.
- J. If during the normal workweek (Monday through Friday) and work hours (8:00 am to 5:00 pm), a site is not open or staffed, the CONTRACTOR shall have an answering machine explaining the hours and days of operation, and how the participant can immediately contact a live person.
- K. CONTRACTOR must prepare required monthly, quarterly and annual program progress reports as required.
- L. CONTRACTOR will maintain an official CONTRACT file, which contains the signed CONTRACT and any modification thereto, as well as copies of relevant documents and/or records.
- M. CONTRACTOR shall ensure the confidentiality of all participant case files and records. All such files and records shall be maintained in a secured, locked location. Access to such files and records shall be limited to staff members who deal directly with the participant, Program Administrators, and Federal, State and COUNTY representatives as specified in this Contract for the purposes of program monitoring.
- N. CONTRACTOR shall comply with Section 10850 of the State Welfare and Institution Code and Chapter 19-000 of the State DSS Manual of Policies and Procedures to assure that:
  - 1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institution Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
  - 2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.
- O. CONTRACTOR shall inform all of its employees, agents, subcontractors, or partners of the above provision and that anyone knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.



P. CONTRACTOR must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this CONTRACT:

1. Financial - A formal financial agreement between the Lead Agency and a collaborator (Subcontractor) in which:
  - a. the Lead Agency reimburses the collaborator for all costs on a line-item basis;
  - b. the collaborator is paid on a "fee-for-performance" basis.
2. Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement.

Q. CONTRACTOR shall comply with the following Federal Department of Health and Human Services (HHS) regulations applying to the provision of employment and training services to Refugees.

1. 45 CFR Part 441, Subparts E and F, Services: Requirements and Limits Applicable to Specific Services - Abortions and Sterilizations.
2. 45 CFR Part 16, Department Grant Appeals Process.
3. 45 CFR Part 74, Administration of Grants.
4. 45 CFR, Informal Grant Appeals Procedures.
5. 45 CFR Part 75, Appendix G - 14f: Wages and Hours - Contracts in excess of \$2,500 which employ refugees as mechanics or laborers.

R. CONTRACTOR agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. Code, 327-330), as supplemented by 29 CFR, Part 5. This requires that the contractor shall complete wages on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

1. 45 CFR Part 75, Appendix G - 14g: Copyright Access. The COUNTY, the SDSS and U.S. DHHS shall have a royalty

free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this Contract including those covered by copyright.

2. 45 CFR Part 75, Appendix G - 14i: Contracts exceeding \$100,000 must comply with the Clean Air Act (42 U.S. Code 1875 (A), Section 7401 et seq. of the Clean Water Act) (33 U.S. Code 1368, Executive Order 11378 and Environmental Protection Agency (EPA) regulations, 40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:
  - a. No facility shall be utilized in the performance of the proposed program, which is on the EPA list of Violating Facilities;
  - b. It will notify the COUNTY prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant, is under consideration to be listed on the EPA List of Violating Facilities;
  - c. It will notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations; and
  - d. It will include substantially this assurance, including this Part d, in every non-exempt subgrant, Contract, or subcontractor.
3. 45 CFR Part 75, Appendix G - 14j: CONTRACTORS must recognize the mandatory standards of the State Energy Conservation Plan (Title 23, California Administrative Code), as required by the U.S. Energy Policy and Conservation Act (P.M. 94-165).
4. 45 CFR Part 95, Subpart E General Administration - Grant Program (Public Assistance and Medical Assistance) Code Allocation Plans.
- S. CONTRACTOR shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651, Et seq.) and the California Occupational Health and Safety Act, as amended (California Labor Code section 6300 et seq.) *and shall certify that all participant job placements are made in sites which comply with such sections.*
- T. CONTRACTOR shall ensure that no participant is placed in employment in which they are compensated below the California

minimum wage in compliance with the Fair Labor Standards Act (29 CFR, Part 4), and that no participant is paid for "piecework".

The minimum wage requirement applies to the net earnings of self-employed participants and participants compensated by commission. However, the minimum wage provisions are not to be applied during the first six months of self-employment or employment compensated by commission. The six-month period starts from the time the individual first becomes self-employed or obtains employment compensated by commission.

## **VI. PAYMENT CONTINGENCY**

Payments by the COUNTY during the Contract period are conditioned by (1) the availability of ORR TA Discretionary Grant funds; and (2) by the CONTRACTOR meeting performance goals and requirements as set forth in this Contract. Satisfaction of these conditions shall be as determined by the COUNTY Project Director at his/her its sole discretion. Should inadequate funds be available for payment, this Contract will be null and void. CONTRACTOR shall have no recourse against the COUNTY of Los Angeles for unpaid invoices as a result of inadequate ORR TA Discretionary Grant Program funds.

## **VII. METHOD OF COMPENSATION**

CONTRACTOR shall submit a "Request for Cash" Invoice to CSS on or before the 15th workday of the month following the month services were performed and which are the subject of such invoice. The monthly invoice submitted must reflect a complete month of services performed. The CONTRACTOR shall attach a copy of the agency's General Ledger to the required invoice documents when submitting the monthly invoice. Payments shall be made only after receipt, review and approval of invoices by COUNTY Project Director, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month not to exceed 1/12<sup>th</sup> of the total contract amount. The COUNTY Project Director, or his designee, shall reserve the right to waive the 1/12<sup>th</sup> restriction for allowable expenses incurred in a given calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. After review of an invoice the COUNTY Project Director, or his designee, may approve or disallow any or all of the charges on the invoice. The COUNTY Project Director, or his designee, shall give a written explanation of disallowed charges to CONTRACTOR within 30 days of receipt of an invoice. CONTRACTOR may submit further written explanation of disallowed charges within 10 days of the date of notice of disallowance from the COUNTY Project Director, or his designee. The COUNTY Project Director, or his designee, may review

such further explanation and, at his or her sole discretion, may reconsider such disallowance.

#### **VIII. REQUEST FOR FINAL PAYMENT**

The COUNTY reserves the right to withhold 15% of the total Contract amount or the final request(s) for payment, whichever is greater, until all conditions of said Contract are met to the satisfaction of the Project Director. In the event of allegations of fraud and abuse, the COUNTY reserves the right to withhold fifteen percent (15%) of the total Contract amount or the amount of the final request(s) for payment, whichever is the greater, until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR.

#### **IX. AUDIT RIGHTS AND REQUIREMENTS**

The CONTRACTOR shall establish and maintain a separate financial system for all support services funds granted participants for transportation, childcare or other training or work related expenses as they may apply. The actual participant name, case number, amount, time period and purpose for funds must be identified, properly justified and submitted to COUNTY with any request for reimbursement.

#### **X. REPORTS AND RECORDS**

- A. COUNTY shall review, evaluate, and track reports and records for accuracy and timeliness of completion and submission, and use the results of such tracking when reviewing CONTRACTOR'S overall performance.
- B. COUNTY shall review, evaluate and track the content of reports and records for CONTRACTOR'S compliance with program regulations, timeliness of participant receiving services, quantity and quality of job placements, and follow-up with participants through case management activity. COUNTY shall consider the results of such tracking when reviewing CONTRACTOR'S overall performance.

#### **XI. JOINT FUNDING**

For CONTRACTORS who receive funds, in addition to TA Discretionary Grant funds, CONTRACTOR shall provide a written statement of said funds at time of contract submission, as well as, provide a written update following the receipt of additional funding and an updated Cost Allocation Plan (CAP) if appropriate.

## **XII. CONDUCT OF PROJECT**

- A. CONTRACTOR shall abide by all terms and conditions imposed and required by the Subgrant Agreement between the County and State and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the CDSS and/or ORR. In the event new or revised legislation requires changes to the Subgrant Agreement between the County and State, such changes shall be applicable to and incorporated within this Contract by this reference.
- B. CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by COUNTY, operate this Project and be responsible for complying with performance standards set forth in the Contract and shall be responsible for internal monitoring of the activities encompassed by this Contract. Measured performance below goals and standards or failure of CONTRACTOR to fully implement the activities as described in the Contract shall constitute non-compliance with the terms of this Contract and may be the cause for immediate termination.
- C. In the event that applicable provisions of the Subgrant Agreement, the conditions governing the TA Discretionary grants, the TA Discretionary regulations or TA Discretionary guidelines are amended at any time subsequent to the making of this Contract, COUNTY shall notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY in writing that it cannot comply with such amendments in which case this Contract may be terminated in accordance with Federal, State and local law and regulations, and this Contract. Termination of the Contract under this provision shall terminate the obligations of CONTRACTOR to perform services set forth in Exhibit B and Exhibit C.
- D. CONTRACTOR agrees to adhere to the following Federal cost compliance standards:
  - 1. For Public Agencies:
    - OMB Circulars A-87; A-102 and A-128
  - 2. For Colleges and Universities:
    - OMB Circular A-21, as amended;
  - 3. For other Non-Profit Agencies:

-- OMB Circular A-110, A-122 and A-133

4. For Profit Organizations:

-- 41-CFR Section 1-15.2 and appropriate Statement of Auditing Standards (SAS) for Compliance Auditing Applicable to Government Entities and other Recipients of Government Financial Assistance.

- E. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986.
- F. CONTRACTOR shall obtain from all its employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law.
- G. CONTRACTOR shall comply with all Federal, State and local laws, regulations, guidelines, procedures, and standards as they pertain to the performance of this Contract.
- H. CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- I. CONTRACTOR shall be totally responsible for enrolling the appropriate number of eligible refugees into their activities, so as to achieve all contract performance goals.
- J. CONTRACTOR shall be responsible for conducting outreach, where applicable, and retention strategies for enrolling and retaining eligible refugees.
- K. CONTRACTOR shall use other resources through linkages with appropriate mainstream community services whenever possible to provide any support services needed by the participant/s.

### **XIII. PROJECT EVALUATION AND REVIEW**

- A. CONTRACTOR shall allow authorized COUNTY, State (including the Auditor-General) and Federal representatives to evaluate, inspect and monitor its facilities and project operations, including the interview of CONTRACTOR'S staff and program participants during regular business hours.
- B. The COUNTY reserves the right to modify the project and/or this Contract based upon the results of any evaluation or review. In addition, the COUNTY may use the results of any evaluation or review in future contracting decisions. The evaluation shall include, but is not limited to, Contract compliance, effectiveness of planning, responsiveness to requests for documentation and reports, and achievement of goals, results and/or participant outcomes.
- C. If a corrective action plan is requested and approved by the COUNTY Project Director, such plan shall be undertaken by the CONTRACTOR, and CONTRACTOR shall notify COUNTY of the results achieved under the plan by the date specified by the COUNTY. The COUNTY reserves the right to inspect program files and other documents and to interview staff and program participants to verify said results. If modification of goals or performance standards is deemed necessary and approved by COUNTY, CONTRACTOR shall undertake such modifications and notify the COUNTY of the results achieved under such modification by the date specified by the COUNTY. COUNTY Project Director reserves the right to take any action he/she deems appropriate in the event the CONTRACTOR fails to achieve such performance standards, including termination of this Contract.

### **XIV. AUTHORITY TO BIND CONTRACTOR.**

Before the receipt of a fully executed copy of this Contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to Contracts, or other documents as may be required by the COUNTY.

### **XV. TERMINATION**

- A. Termination or Cancellation of Subgrant Agreement. In the event the Subgrant Agreement between the COUNTY and the State is terminated or cancelled for whatever reason, the COUNTY may terminate this Contract and suspend operations within a period

commensurate with the termination period of the Subgrant Agreement.

- B. Termination by CONTRACTOR. The CONTRACTOR may terminate this Contract, or any part hereof by giving fifteen (15) calendar days written notice to the COUNTY. The termination shall become effective the date the Project Director gives written acknowledgment of the receipt of the CONTRACTOR'S letter of intent. All appropriate compliances must be followed, as detailed in Sub-Section D.
- C. Termination by COUNTY. The COUNTY may terminate this Contract immediately by written notice to the CONTRACTOR, upon CONTRACTOR'S failure to comply with the conditions of this Contract. Satisfaction of these conditions shall be as determined by the County in its sole discretion. It is understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Contract which shall in no way void or invalidate the rest of this contract. In the event of termination of all, or part, of this Contract, COUNTY shall pay to CONTRACTOR an amount sufficient to reimburse CONTRACTOR for all allowable units of production completed by CONTRACTOR prior to the effective date of such termination less payments previously paid by COUNTY for such services.

If this Contract is terminated, CONTRACTOR shall, within five (5) working days of receipt of notice of termination from COUNTY, notify all other parties it has sub-contracted with for services in furtherance of this Contract. After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause -- which amount may include a reasonable allowance on work done but shall not include an allowance on work not performed. COUNTY shall pay the agreed



upon amount; provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

**XVI. PERMITS AND LICENSES**

CONTRACTOR shall obtain all the necessary licenses, permits and certifications for the performance of services outlined in this Contract.

**XVII. PUBLIC STATEMENTS**

CONTRACTOR shall not use the TA Discretionary Grant Program name on materials intended for use outside of the scope of program activities identified in this Contract without prior written approval from the COUNTY. If such approval is granted, the CONTRACTOR shall indicate in any press release, printed program materials, or statement to the public related to the program, that it is funded by the County of Los Angeles Board of Supervisors from funds made available from ORR Discretionary Grant Program funds.

**XVIII. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT**

This Contract fully expresses the agreement between the parties. Any modifications or alterations of the terms or conditions of this Contract must be by means of a written document approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract.

The COUNTY'S Project Director may grant modifications to this Contract upon written request of the CONTRACTOR without prejudice to COUNTY's rights. The form and manner shall be specified by the COUNTY. The following guidelines limit the Director's authority to grant such modifications. All modifications exceeding these guidelines must be handled as amendments, which require the formal approval of the Board of Supervisors.

- A. Budget Amendment. Any increase greater than 15% of the original contract amount in the total Contract funding must be made by Contract amendment and be approved by the Board of Supervisors. A decrease in total Contract amount, if requested in writing by CONTRACTOR and determined to be in the best interest of the COUNTY by CSS, need not be approved by the Board of Supervisors.
- B. Program Modification. The CONTRACTOR may request the increase or decrease of such numerical goals regarding services to

be provided by transferring funds from one activity to another. Such modifications, however, may not change the kind of services to be provided as specified in Exhibit C Statement of Work. Nor may the fixed price contract budget be modified based on the Contractor's cost experience.

Any modification must be in the best interest of the COUNTY and be received in writing no later than the third quarter of the contract period. Upon approval, the completed document must be submitted to the COUNTY within 20 calendar days.

- C. Time Modification. The CONTRACTOR may request modifications of program deadlines when such modifications are specifically requested in writing by CONTRACTOR prior to the expenditure being made; and those modifications will not change the project goals or scope of services, are in the best interest of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and do not alter the amount of compensation under this Contract.
- D. Use of Certain Non-COUNTY Funds. A review of the Contractor's expenditures and commitments to utilize any non-COUNTY funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Project Director, shall be conducted by the COUNTY and Contractor midway through each fiscal/calendar year during the term of this Agreement, midway through the applicable time limitation period for such non-COUNTY funds if such period is less than a fiscal/calendar year, and/or at any other time or times during each fiscal/calendar year as requested by the Project Director. At least fifteen (15) days prior to each such review, the CONTRACTOR shall provide the Project Director with a current update of all the Contractor's expenditures and commitments of such non-COUNTY funds during such fiscal/calendar year or other applicable time period. If the Project Director, in his/her sole judgement, determines from such review that there will be any non-expenditure of such non-COUNTY funds, then CSS, to the extent authorized by the County Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditure, or CSS shall recommend to the County Board of Supervisors a reduction in the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditures. If CSS determines to reduce or recommend a reduction in the Maximum Contract Amount for such fiscal/calendar year, then the COUNTY Project Director shall notify the Contractor in writing and shall provide the Contractor with the revised Maximum Contract Amount

for such fiscal year/calendar year. Any reduction in the Maximum Contract Amount for the applicable fiscal/calendar year shall be effected by an amendment to this Agreement pursuant to Paragraph A which shall set forth the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal/calendar year. Notwithstanding any other provision of this Agreement, the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal year/calendar year shall entirely supersede the then existing Maximum Contract Amount and Exhibit(s) as of the date determined by the COUNTY Project Director or the County Board of Supervisors and set forth in the amendment.

**XIX. NOTICES** Notices shall be sent to the CONTRACTOR addressed as follows:

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**(Contact Person & Phone)**

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**(Agency Name)**

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**(Address)**

Notices and reports shall be sent to the COUNTY as follows:

**Department of Community and Senior  
Services  
Office of Refugee Assistance  
3175 West 6th Street  
Los Angeles, CA 90020**

Monthly financial invoice reports shall be sent to the COUNTY as follows:

**Department of Community and Senior  
Services  
Office of Refugee Assistance  
3175 West 6th Street.  
Los Angeles, CA 90020  
Attention: Adine Forman**

**XX. NON-APPROPRIATION**

All funds for payment of services rendered after \_\_\_\_\_ are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

## **XXI. REVENUE DISCLOSURE**

- A. By execution of this CONTRACT and unless waived in writing by the COUNTY Project Director, CONTRACTOR certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all Federal, State, City, or COUNTY sources, or other governmental agencies, and applies, or expected to be applied, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the CONTRACT. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- B. During the term of this CONTRACT, the CONTRACTOR shall prepare and file a statement with CSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR'S original revenue disclosure statement. The CONTRACTOR shall file such additional statement within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee program or for services which are funded by other sources.
- C. Governmental agencies shall be exempt from the disclosure requirements of this SECTION, except as the requirements pertain to other sources of funding for refugee programs or shared costs.
- D. Failure of the CONTRACTOR to comply with the requirements of this SECTION shall constitute a material breach of contract, upon which the COUNTY may cancel, terminate, or suspend this CONTRACT.

## **XXII. ADJUSTMENT OF CONTRACT FUNDING LEVEL**

The COUNTY Project Director may adjust the funding amount of this Contract upward or downward by 15% based on CONTRACTOR performance and/or utilization of funds.

/



\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Contractor's Name (Print)

\_\_\_\_\_  
Date

By

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title



2004/2005

**TA DISCRETIONARY GRANT PROGRAM**

**EXHIBIT C**

**STATEMENT OF WORK**

**CHILDCARE SKILLS TRAINING (CST)**

**I. PROGRAM ACTIVITY**

This program component provides short term childcare skills training of no more than three (3) months.

**II. RESPONSIBILITY OF CONTRACTOR**

- A. CONTRACTOR shall enroll eligible participants.
- B. CONTRACTOR shall ensure that eligibility requirements are met in terms of refugee status and residency.
- C. CONTRACTOR shall provide training in CPR, first aid, nutrition and menu planning and employment related English language training.
- D. CONTRACTOR shall maintain a file for each participant documenting activities and hours of participation.

**III. METHOD OF COMPENSATION**

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

**Childcare Skills Training**

**Childcare Skills Training**

\$\_\_\_\_\_ per participant completing training for a maximum of  
\_\_\_\_\_ participants completing training.

- B. CONTRACTOR may bill upon providing the County a "Request for Cash" invoice and support documentation consisting of:
- A completed log of all the required childcare training components signed and dated by the participant and the case manager.
  - Completed Internship/Field experience verification signed and dated by the participant and the child care provider.
- C. All "Request for Cash" invoices are due by the 15<sup>th</sup> of the following month.





2004/2005

**TA DISCRETIONARY GRANT PROGRAM**

**EXHIBIT C**

**STATEMENT OF WORK**

**HOME-BASED CHILDCARE LICENSING (HCL)**

**I. PROGRAM ACTIVITY**

This program component provides specialized training required for home-based childcare licensing.

**II. RESPONSIBILITY OF CONTRACTOR**

- A. CONTRACTOR shall conduct workshops and seminar trainings for the development of home-based childcare business including but not limited to: developing long term individual professional development plan, small business financial training, developing forms and record system to ensure regulatory compliance, setting up books and accounting procedures, tax preparation and financial record keeping.
- B. CONTRACTOR shall arrange internship training for participants with State-funded family childcare providers.
- C. CONTRACTOR shall maintain a record of each phase of training in the participant file.

**III. METHOD OF COMPENSATION**

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

**Home-Based Childcare Licensing**

**Home-based childcare licensing:**

\$\_\_\_\_\_per established childcare licensing for a maximum of  
\_\_\_\_ home-based childcare licensings.

- B. CONTRACTOR may bill upon providing the County a “Request for Cash” invoice and support documentation consisting of:
- A copy of the home-based childcare license.
- C. All “Request for Cash” invoices are due by the 15<sup>th</sup> of the following month.



2004/2005

**TA DISCRETIONARY GRANT PROGRAM**

**EXHIBIT C**

**STATEMENT OF WORK**

**INTAKE/ASSESSMENT/ENROLLMENT**

**I. PROGRAM ACTIVITY**

This program component provides intake, assessment and enrollment of eligible CalWORKs refugee women for Home-Based Childcare training and licensing.

**II. RESPONSIBILITY OF CONTRACTOR**

- A. CONTRACTOR shall ensure that eligibility requirements are met in terms of refugee status and residency.
- B. CONTRACTOR shall conduct intake and assessment to determine if the participant is appropriately qualified for the program.
- C. CONTRACTOR shall submit to the County a copy of the assessment instrument to be used with this contract.
- D. CONTRACTOR shall identify and register eligible participants using the COUNTY provided MIS Registration form. Registration must be submitted to the COUNTY no later than the fifth working day of the following month.
- E. CONTRACTOR shall establish a case file for each participant at the point of intake and assessment.

**III. METHOD OF COMPENSATION**

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

<b>Intake/Assessment/Enrollment</b>
<p><b>Intake/Assessment/Enrollment</b></p> <p>\$ _____ per enrolled participant for a maximum of ____ enrolled participants.</p>

- B. CONTRACTOR may bill upon providing the County a "Request for Cash" invoice and support documentation consisting of:
- Completed assessment forms
- C. All "Request for Cash" invoices are due by the 15<sup>th</sup> of the following month.

**THERE IS  
NO EXHIBIT D**



2004/2005

**County Of Los Angeles  
Community and Senior Services  
TA Discretionary Grant Program**

**BUDGET SUMMARY**

1. <b>Contractor Name and Address:</b> International Institute of L. A. _____ 3845 Selig Place _____ Los Angeles, CA 90031-3143 _____	2. Intake/Assessment/Enrollment X Childcare Skills Training X Home-Based Childcare Licensing X Support Services X
--	--

3. **Type of Agency:**      ( ) Private-for-Profit    ( ) Public    (x) Private-non-Profit    ( ) Other

4. **Contract Period:** From: \_\_\_\_\_ through \_\_\_\_\_

5. ( ) Original    ( ) Amendment No. \_\_\_\_\_    (X) Modification No. \_\_\_\_\_

6. **Budget Summary for Supervisorial District (circle):** I   II   III   IV   V

COMPONENT	TOTAL
1. INTAKE/ASSESSMENT/ENROLLMENT	\$
2. CHILDCARE SKILLS TRAINING	\$
3. HOME-BASED CHILDCARE LICENSING	\$
4. SUPPORT SERVICES	\$
<b>TOTAL</b>	<b>\$</b>

**Budget Approvals:**

A. Contractor \_\_\_\_\_ Date \_\_\_\_\_

B. CSS Program Rep. \_\_\_\_\_ Date \_\_\_\_\_

C. CSS Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**LOS ANGELES COUNTY  
COMMUNITY AND SENIOR SERVICES**

**DEPARTMENT REQUIRED DOCUMENTS**

**TA DISCRETIONARY GRANT PROGRAM**

- ☐ DRUG-FREE WORKPLACE
- ☐ LOBBYING
- ☐ DEBARMENT, SUSPENSION AND OTHER RESPONSABILITY MATTERS
- ☐ CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- ☐ NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW FACT SHEET

## **DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to the State of California, Government Code, Section #8355 ff, the Contractor hereby certifies that:

1. Contractor agrees to the incorporation of this Certification into the Workforce Investment Act Contract and certifies that the Contractor will provide all participants and employees a drug-free workplace, pursuant to Government Code Section #8355 ff of the State of California, by doing all of the following:

Publishing a Statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

Establishing a drug awareness program to inform employees about the dangers of drugs and the types of help available to drug abusers.

2. Contractor further understands that, pursuant to the State of California, Government Code Section #8355 ff, payments to Contractor under this Contract may be suspended and/or terminated if the County determines that any of the following has occurred:
  - a. Contractor has made a false certification under the State of California, Government Code Section #8355 ff.
  - b. Contractor has violated the Certification by failing to carry out the requirements of this Certification.
3. This Certification shall not be construed to require the Contractor to ensure that other business with which it conducts normal business intercourse, also provide drug-free workplaces.

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SIGNATURE

---

AGENCY NAME (TYPE)

---

SIGNATORY'S NAME (TYPE)

---

DATE



# CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of Any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization

State

---

Authorized Signature

Title

Date

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

Applicant Organization \_\_\_\_\_

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (Pages 191601-19211).

- (1) The prospective primary participant (i.e., grantee) certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction: violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State, or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
TYPED OR PRINTED NAME OF AUTHORIZING SIGNATURE	
APPLICANT ORGANIZATION	DATE SUBMITTED

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>		
<b>Solicitation For (Type of Goods or Services):</b>		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options**

**It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their baby to safe hands in any Los Angeles County hospital, ER or fire station.**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District



## ATTACHMENT C

Contract # \_\_\_\_\_  
Amendment # \_\_\_\_\_

### COUNTY OF LOS ANGELES REFUGEE EMPLOYMENT PROGRAM TARGETED ASSISTANCE DISCRETIONARY CONTRACT AMENDMENT

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as the "**COUNTY**" and \_\_\_\_\_, hereinafter referred to as the "**CONTRACTOR**".

**WHEREAS**, the parties hereto have previously entered into a Contract on \_\_\_\_\_ as part of the Refugee Targeted Assistance and Refugee Employment Social Services Programs, pursuant to the provisions of Assembly Bill 2635, Chapter 1192, Statutes 1987, Section 13280 of the Immigration and Nationality Act as amended by the Refugee Act of 1980, (Public Law 98-212) 8 USC 1522 (c), hereinafter referred to as the "Act", the Refugee Assistance amendments of 1982 and 1986, and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979 and ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and all applicable California State Budget Control Language.

**WHEREAS**, the County Board of Supervisors approved an allocation of FY 2003/2004 ORR Targeted Assistance Discretionary Program monies to the currently funded agencies; and

**WHEREAS**, the parties desire to amend said Contract in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, the parties agree to amend the contract as follows:

**CONTRACT FUNDING**, is amended as follows:

1. **COUNTY** shall reimburse **CONTRACTOR** an additional amount not to exceed \$\_\_\_\_\_ in ORR TA Discretionary Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$\_\_\_\_\_ beginning \_\_\_\_\_ through \_\_\_\_\_ for services provided through ORR TA Discretionary Program Grant funds.
2. **COUNTY** shall deduct from **CONTRACTOR** an amount not to exceed \$ N/A in ORR TA Discretionary Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$ N/A beginning N/A through N/A for services provided through ORR TA Discretionary Program Grant funds.

Except where modified by this Amendment, the terms and conditions of the original Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the **COUNTY OF LOS ANGELES** has caused this Amendment to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the **CONTRACTOR** has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

**COUNTY OF LOS ANGELES**  
**Community and Senior Services**

By \_\_\_\_\_  
CYNTHIA BANKS  
Chief Deputy

\_\_\_\_\_ DATE

**APPROVED AS TO FORM:**

**County Counsel**

By \_\_\_\_\_  
Deputy County Counsel

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Name (print)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title (Print or Type)

Executed at: \_\_\_\_\_  
(City)

**ATTACHMENT D**

**MINORITY/WOMEN PARTICIPATION VENDOR SURVEY**

**TARGETED ASSISTANCE PROGRAM SERVICE PROVIDER**

Agency Name	Board Members % Minority/% Women	Staff % Minority/% Women
International Institute of Los Angeles	90%/100%	80%/30%